



PAT-1337-CIP3-CON

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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|----------------------------------|---|---------------------------|
| In re Application of |) | Art Unit: 3731 |
| Danitz et al. |) | |
| |) | Examiner: Tuan Van Nguyen |
| Serial No.: 10/770,897 |) | |
| |) | |
| Filing Date: February 2, 2004 |) | |
| |) | |
| For: Clamp Having Bendable Shaft |) | |
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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER (37 CFR 1.321)

Petitioner, Novare Surgical Systems, a California corporation with principal offices at 10231 Bubb Road, Cupertino, CA 95014 in the State of California, represents that it is the assignee of the entire right, title and interest in and to the inventions disclosed in:

1. the present application serial no. 10/770,897, filed February 24, 2004, which is a continuation of Serial No. 10/364,131, filed February 11, 2003, now U.S. Patent No. 6,685,715, as evidenced by Assignment recorded on February 11, 2003, in the United States Patent and Trademark Office, at Reel 013756, Frames 0298 et seq. (3 pages);
2. Serial No. 10/136,983, filed May 1, 2002, now U.S. Patent No. 6,676,676, as evidenced by Assignment recorded on May 1, 2002 in the United States Patent and Trademark Office, at Reel 012863, Frames 0044 et seq. (3 pages);
3. Serial No. 10/013,207, filed December 7, 2001, now U.S. Patent No. 6,638,287, as evidenced by Assignment recorded on December 7, 2001 in the United States Patent and Trademark Office, at Reel 012381, Frames 0110 et seq. (3 pages); and
4. Serial No. 09/847,135, filed May 2, 2001, now U.S. Patent No. 6,544,274,

as evidenced by Assignment recorded on May 2, 2001, in the United States Patent and Trademark Office, at Reel 011781, Frames 0101 et seq. (3 pages)

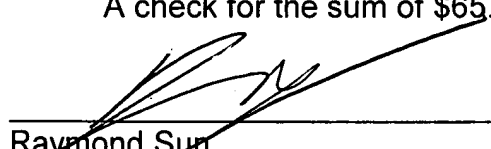
Petitioner hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration dates of United States Patent Nos. 6,544,274, 6,685,715, 6,676,676 and 6,638,287 (hereinafter collectively referred to as "the Patents") and which are commonly owned by Petitioner. Petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to the Patents, this Agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any of the Patents, in the event that any such patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

In accordance with 37 CFR 3.73, the undersigned hereby certifies that the evidentiary documents with respect to ownership have been reviewed and that, to the best of the undersigned's knowledge and belief, title is in the petitioner seeking to take this action.

FEE PAYMENT

A check for the sum of \$65.00 pursuant to 37 CFR 1.20(d) is enclosed herewith.



Raymond Sun
Attorney for Applicant

Dated: February 22, 2006